

SEP-07-00 11:25 FROM:HYATT NATL SALES DC

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Hyatt Hotels Corporation  
200 West Madison  
Chicago, IL 60606 USA

Telephone: 312.750.1234

February 22, 2000

Molly Crompton  
Hyatt McCormick Place

Dear Molly:

Hyatt Corporation has proposed to advance or pay on your behalf relocation expenses in connection with your move to Chicago to work at the Corporate Office. These expenses will be paid in compliance with our relocation policy and as a brief overview will include: real estate commissions/lease cancellation (see policy), transportation of one vehicle, maximum 30 days of temporary housing, movement of household goods (pack & unpack), and reimbursement of relocation expenses. The purpose of this letter is to document the conditions under which these monies will be paid.

These moneys will be funded to you or on your behalf as an accommodation to facilitate your move to begin your new employment. However, if you continue in your new employment for certain periods of time, you need not repay these moneys in accordance with the enclosed schedule (Attachment A).

By signing this agreement, you specifically acknowledge that if for any reason your employment is voluntarily terminated prior to the above periods of time, the balance due must be repaid immediately to Hyatt Corporation.

In order to facilitate repayment, you do hereby specifically authorize Hyatt Corporation by this writing to deduct all lawful amounts due to the Company from your total compensation and apply such amounts towards the balance due under this Agreement at the time your employment terminates.

Amounts owed in excess of those which can be recaptured through your total compensation must be paid to the Company upon termination of your employment.

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PLAINTIFF'S  
EXHIBIT

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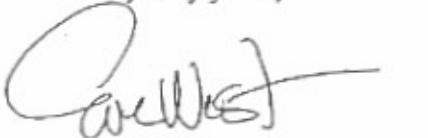
So that there will be no future misunderstanding, you also specifically acknowledge that nothing in this letter constitutes a contract of employment for a particular period of time. You recognize that your employment is "at will" and may be terminated either by yourself or by Hyatt Corporation with or without cause at any time.

The sole purpose of this letter is to document the amount of money to be advanced to you or paid on your behalf for moving or relocation expenses and to specify the conditions upon which some or all of these moneys might have to be repaid by you to Hyatt Corporation.

If the foregoing is satisfactory to you, please so signify by executing the original copy of this letter and returning it to my attention.

Should you have any questions, please feel free to contact me at (312) 750-8083.

Very truly yours,



Eve West  
Director of Human Resources

Agreed and Accepted:

Name: Molly Constan  
Date: 3-9-00

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## Attachment A

## Relocation Allowance Forgiveness Schedule

Weeks Worked	Percent Forgiven
52	100%
51	98%
50	96%
49	94%
48	92%
47	90%
46	88%
45	87%
44	85%
43	83%
42	81%
41	79%
40	77%
39	75%
38	73%
37	71%
36	69%
35	67%
34	65%
33	63%
32	62%
31	60%
30	58%
29	56%
28	54%
27	52%
26	50%
25	48%
24	46%
23	44%
22	42%
21	40%
20	38%
19	37%
18	35%
17	33%
16	31%
15	29%
14	27%
13	25%
12	23%
11	21%
10	19%
9	17%
8	15%
7	13%
6	12%
5	10%
4	8%
3	6%
2	4%
1	2%
0	0%

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